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11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13

14 NOLAN LEWIS,

15 Plaintiff,

16 v.

17 WILLIAM MOSSBROOKS, et al.,

18 Defendants.
19
20

Case No. 2:15-cv-08756 MCS (Ex)

**STIPULATION FOR
COMPROMISE SETTLEMENT
AND DISMISSAL**

21 IT IS HEREBY STIPULATED by and between Nolan Lewis (“Plaintiff”)
22 and Defendant United States of America, that the above-captioned action may be
23 settled and compromised on the following terms and conditions:

24 1. Plaintiff and the United States of America do hereby agree to settle
25 and compromise each and every claim of any kind, whether known or unknown,
26 arising from the incident or circumstances giving rise to the above-captioned
27 action, under the terms and conditions set forth in this Stipulation for Compromise
28 Settlement and Dismissal (“Stipulation”).

1 2. The United States of America agrees to pay to Plaintiff the sum of
2 Five Thousand Dollars (\$5,000.00), which sum shall be in full settlement and
3 satisfaction of any and all claims, demands, rights, and causes of action of
4 whatsoever kind and nature, known and unknown, foreseen and unforeseen, arising
5 from the incident or circumstances giving rise to this suit, which Plaintiff and his
6 heirs, executors, administrators, agents, or assigns, and each and any of them, may
7 have or may hereafter acquire, including against the United States of America, its
8 agents, agencies, servants, and employees.

9 3. Plaintiff for himself and his heirs, executors, administrators, agents or
10 assigns, and each and any of them, agrees to accept the sum of Five Thousand
11 Dollars (\$5,000.00) in full settlement and satisfaction of any and all claims,
12 demands, rights, and causes of action of whatsoever kind and nature, known and
13 unknown, foreseen and unforeseen, arising from the incident or circumstances
14 giving rise to this suit, which Plaintiff and his heirs, executors, administrators,
15 agents, or assigns, and each and any of them, may have or hereafter acquire,
16 including against the United States of America, its agents, agencies, servants, and
17 employees, on account of the same subject matter that gave rise to the above-
18 captioned lawsuit, including without limitation, any claim for personal injury,
19 wrongful death, lost earnings, lost income, medical expenses, economic damages,
20 emotional distress, or any other type of injury or damage.

21 3. Plaintiff for himself and his heirs, executors, administrators, agents, or
22 assigns, and each and any of them, fully and forever releases, acquits and
23 discharges any and all claims, demands, rights, and causes of action of whatsoever
24 kind and nature, known and unknown, foreseen and unforeseen, arising from the
25 incident or circumstances giving rise to this suit, which Plaintiff for himself and his
26 heirs, executors, administrators, agents, or assigns, and each and any of them, may
27 have or hereafter acquire, including against the United States of America, its
28 agents, agencies, servants, and employees, on account of the same subject matter

1 that gave rise to the above-captioned lawsuit, including without limitation, any
2 claim for personal injury, wrongful death, lost earnings, lost income, medical
3 expenses, economic damages, emotional distress, or any other type of injury or
4 damage.

5 4. This stipulation constitutes a general release. As additional
6 consideration for this stipulation, Plaintiff for himself and his heirs, executors,
7 administrators, agents, or assigns, and each and any of them, specifically waives
8 and releases any and all known and unknown rights, claims, causes of action or
9 demands arising out of the incident or circumstances giving rise to this suit which
10 might otherwise be preserved or accrue under Section 1542 of the California Civil
11 Code. Plaintiff understands that Section 1542 of the California Civil Code provides
12 as follows:

13 A general release does not extend to claims that the creditor or
14 releasing party does not know or suspect to exist in his or her favor at
15 the time of executing the release and that, if known by him or her,
16 would have materially affected his or her settlement with the debtor or
17 released party.

18 Therefore, and notwithstanding anything to the contrary herein, Plaintiff for
19 himself and his heirs, executors, administrators, agents, or assigns, and each and
20 any of them, explicitly releases any and all claims, including against the United
21 States of America, its agents, servants, and employees, which Plaintiff does not
22 know or suspect to exist in his favor at the time this stipulation is executed and
23 which would have materially affected this settlement if such claim or claims had
24 been known, arising out of the incident or circumstances giving rise to this suit.

25 5. Plaintiff for himself and his heirs, executors, administrators, agents, or
26 assigns, and each and any of them, further agrees to indemnify and hold harmless
27 the United States of America, its agents, agencies, servants, and employees, from
28 any and all causes of action, claims, liens, rights, or subrogated or contribution

1 interests incident to or resulting from this or further litigation or the prosecution of
2 claims by Plaintiff for himself and his heirs, executors, administrators, agents, or
3 assigns against any third party or against the United States of America, its agents,
4 agencies, servants, and employees, arising out of the incident or circumstances
5 giving rise to this suit.

6 6. This stipulation shall not constitute an admission of liability or fault
7 on the part of the United States of America, its agents, agencies, servants, and
8 employees, and is entered into by all parties herein for the purpose of
9 compromising disputed claims and avoiding the expenses and risks of litigation.

10 7. It is also agreed, by and among the parties, that the sum of Five
11 Thousand Dollars (\$5,000.00) for Plaintiff represents the entire amount of the
12 compromise settlement, and that the respective parties will each bear their own
13 costs, fees, and expenses, and that any attorney's fees owed by the Plaintiff will be
14 paid out of the settlement amount and not in addition thereto.

15 8. It is also understood, by and among the parties that, pursuant to Title
16 28, United States Code, Section 2678, attorney's fees for services rendered in
17 connection with this action shall not exceed 25 percent of the amount of the
18 compromise settlement.

19 9. Payment of the settlement amount will be made by electronic funds
20 transfer as per the following information, to be provided by Plaintiff:

- 21 A. Payee Account Name,
- 22 B. Payee Account Number,
- 23 C. ABA Routing Number,
- 24 D. Type of Account (Checking or Savings),
- 25 E. Financial Institution Name, City, State,
- 26 F. Social Security Number.

27 Plaintiff's attorney agrees to distribute the settlement proceeds to Plaintiff in
28 accordance with this Stipulation.

1 10. Plaintiff for himself and his heirs, executors, administrators, agents, or
2 assigns, and each and any of them, agrees that Plaintiff is solely responsible for
3 paying any and all outstanding liens not withdrawn by lien holders, from any and
4 all insurance companies, health care providers, experts, consultants, attorneys, and
5 any and all other persons or organizations who have or claim to have liens or
6 subrogated assigned claims arising out of or related to the subject matter of this
7 suit.

8 11. In consideration of the terms set forth in this stipulation, the parties
9 agree that the above-captioned action shall be dismissed in its entirety with
10 prejudice and with each party bearing its own fees, costs, and expenses.

11 12. The parties agree that this stipulation, including all the terms and
12 conditions of this compromise settlement and any additional agreements relating
13 thereto, may be made public in their entirety, and Plaintiff expressly consents to
14 such release and disclosure pursuant to 5 U.S.C. § 552a(b).

15 13. This Stipulation is subject to all applicable federal laws. Any and all
16 individual taxation consequences as a result of this stipulation are the sole and
17 exclusive responsibility of Plaintiff. The United States of America does not
18 warrant any representation of any tax consequences of this stipulation. Nothing
19 contained herein shall constitute a waiver by Plaintiff of any right to challenge any
20 tax consequences of this stipulation. If any withholding or debt offset is imposed
21 on Plaintiff as a result of payment of the settlement proceeds, Plaintiff shall be
22 solely responsible for paying any such determined liability from any government
23 agency thereof.

24 14. This written stipulation contains all of the agreements between the
25 parties and is intended to be and is the final and sole agreement between the
26 parties. The parties agree that any other prior or contemporaneous representations
27 or understandings not explicitly contained in this written stipulation, whether
28 written or oral, are of no further legal or equitable force or effect. Any subsequent

1 modifications to this stipulation must be in writing and must be signed and
2 executed by the parties.

3 15. The undersigned represent that they have reviewed and understand
4 this stipulation, that they are fully authorized to enter into the terms and conditions
5 of this stipulation, and that they enter into the stipulation freely and voluntarily and
6 agree to be bound thereby.

7 16. It is contemplated that this stipulation may be executed in several
8 counterparts, with a separate signature page for each party. All such counterparts
9 and signature pages, together, shall be deemed to be one document.

10 Respectfully submitted,

11
12 DATED: 3/28/2021.

13 
14 Nolan Lewis, Plaintiff

15 DATED: 3/29/2021.

16 SCHONBRUN SEPLOW
17 HARRIS & HOFFMAN, LLP

18 
19 PAUL HOFFMAN, ESQ.
20 Attorneys for Plaintiff

21 DATED: March 30, 2021.

22 TRACY L. WILKISON
23 Acting United States Attorney
24 DAVID M. HARRIS
25 Assistant United States Attorney
26 Chief, Civil Division
27 JOANNE S. OSINOFF
28 Assistant United States Attorney
Chief, General Civil Section

/s/ Jason K. Axe

JASON K. AXE
Assistant United States Attorney
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United States of America